



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re the application of:

Gail Huang

Serial No.: 10/025,981

Filed: December 26, 2001

For: LINK REDIAL FOR MESH
PROTECTION

Assistant Commissioner for Patents
Washington, D.C. 20231
USA

Group Art Unit: 2661

Attorney Docket: 91436-349



22463

PATENT TRADEMARK OFFICE

PETITION UNDER 37 C.F.R. 1.47(b) to allow a person to whom an inventor has agreed in writing to assign the invention to make an application for patent on behalf of and as agent for the inventor because the inventor refuses to execute an application for patent in the above identified invention.

Dear Sir:

In accordance with the provisions of 37 C.F.R. 1.47(b), the Applicant petitions the Commissioner to allow Nortel Networks Limited, to whom the inventor (Gail Huang) has agreed in writing to assign the invention, to make an application for patent on behalf of and as agent for the inventor because the inventor has been uncooperative in signing the oath/declaration.

A "Declaration for Patent Application and Power of Attorney" in connection with the above identified application was not filed with the application.

Proof of the Pertinent Facts:

Gail Huang signed and submitted an agreement relating to intellectual property and confidentiality on January 8, 1990 at which time she was an employee of Bell-Northern Research Ltd. As an employee, she was under an obligation to assign to Bell-Northern Research Ltd. all rights in any invention made during the course of her employment. A copy of this document is attached as Exhibit "A".

RECEIVED
MAY 06 2002

OFFICE OF PETITIONS

A copy of a Name Change Document, dated June 18, 1998, changing Bell-Northern Research Ltd. to Nortel Technology Limited is attached as Exhibit "B".

A copy of a Name Change Document, dated April 29, 1999, changing Nortel Technology Limited to Nortel Networks Technology Corporation is attached as Exhibit "C".

A copy of a certificate, dated November 11, 1999, executed by Blair F. Morrison, Assistant Secretary of Nortel Networks Corporation, further stating, at paragraph 6, that Nortel Networks Technology Corporation is a wholly-owned subsidiary of Nortel Networks Corporation, is attached as Exhibit "D".

A name change document from Nortel Networks Corporation to Nortel Networks Limited was recorded in the USPTO on August 30, 2000 under Reel 011195, Frame 0706.

On September 20, 2001, I was appointed as Agent to represent the Applicant in the preparation of a United States Patent Application titled LINK REDIAL FOR MESH PROTECTION, which was subsequently filed on December 26, 2001 and given serial number 10/025,981 ("the Application").

Colin C. Climie is a technical consultant with the firm of Smart & Biggar, with which I am associated. In September 2001, I asked Mr. Climie to assist in the preparation of the Application.

On or about December 12, 2001, Mr. Climie was informed by Ms. Huang that she had left Nortel Network Limited.

I have been informed by Mr. Climie, and do verily believe, that on January 8, 2002, Mr. Climie sent a package containing the Declaration and Assignment documents for execution by Ms. Huang to Ms. Huang's last known address. In the accompanying letter, Mr. Climie reminded Ms. Huang of her obligation to assign her rights to any invention made while under the employment of Nortel Networks Limited. Mr. Climie also advised Ms. Huang to contact him if, for some reason, she was unable to sign the documents.

This package was returned on January 28, 2002 with the Declaration and

Assignment documents unsigned. Accompanying the package was a letter from the inventor. A copy of this letter is attached as Exhibit "E".

I have been informed by Mr. Climie, and do verily believe, that on May 1, 2002, Mr. Climie reached Ms. Huang by telephone and Ms. Huang refused to sign the Declaration and Assignment documents.

The last known address of the inventor:

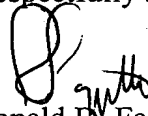
The last known address of the Gail Huang is:
3022 Sable Ridge Drive
Gloucester, Ontario
Canada, K1T 3R9

Relief Sought:

Consequently, the Applicant petitions the Commissioner to allow Nortel Networks Limited, to whom the inventor (Gail Huang) has agreed in writing to assign the invention, to make an application for patent on behalf of Gail Huang. Such action is necessary to preserve the rights of Nortel Networks Limited, as failure to proceed could result in delay of the issuance of the patent.

The petition fee of \$130.00 under 37 C.F.R. 1.17(h) for this petition is included in the enclosed bank draft. Please deduct any underpayment or credit any overpayment of the fee to our deposit account No. 19-2548.

Respectfully submitted,



Ronald D. Faggetter
Registration No. 33,345
SMART & BIGGAR
438 University Avenue
Suite 1500, Box 111
Toronto, Canada M5G 2K8

Telephone: (416) 593-5514
Facsimile: (416) 591-1690

May 2, 2002
RDF/CCC/kek
91436-349

EXHIBIT "A"

Submitted with the Petition Under 37 CFR 1.47(b),
dated May 2, 2002, and
signed by Ronald D. Faggetter
in US Application No. 10/025,981

RECEIVED
MAY 06 2002
OFFICE OF PETITIONS

Agreement relating to intellectual property and confidentiality



In consideration of my employment by Bell-Northern Research Ltd. or BNR INC. or BNR Limited, as the case may be (hereinafter called "the Company"), I agree to the following:

1. I am under no obligation to anyone, including a former employer, which is an impediment to my entering into this Agreement or which imposes any restrictions on the activities or duties which may be assigned to me from time to time by the Company.
2. I hereby assign to and waive in favour of the Company all my rights in and to all inventions, discoveries, improvements, designs, know-how, technical or commercial information, computer programs in any form, written materials, data bases, integrated circuit topologies, plans, diagrams, drawings, models, and other items, which I may conceive, develop or reduce to practice during the period of my employment with the Company and which:
 - (i) relate, directly or indirectly, to the Company's present or reasonably foreseeable business or research or development; or
 - (ii) result from any work performed by me for the Company; or
 - (iii) are created or made using any equipment, supplies, facilities, resources, or Confidential Information of the Company; whether or not they are made during or after working hours, on or off the Company's premises, or alone or with others.
3. I shall make prompt and full disclosure to the Company of any of the things covered in paragraph 2. During and subsequent to my employment, I shall sign documents, and provide such assistance, as may be required by the Company to obtain, maintain, enforce, protect or grant any rights which I have assigned to or waived in favour of the Company and which the Company may desire in respect of such things in all countries of the world.
4. I shall not (except as expressly permitted by the Company in writing) at any time during and subsequent to my employment with the Company:
 - (i) disclose, or authorize the disclosure, to anyone other than authorized officers or employees of the Company; or
 - (ii) use for non-Company purposes or other non-permitted purposes:
any of the Company's Confidential Information or any other information disclosed to the Company by a third party in circumstances which oblige the Company to protect such information from unauthorized use and/or disclosure.
5. "Confidential Information" for the purposes of this Agreement shall mean all information, including trade secrets, formulas, patterns, compilations, programs, devices, methods, techniques, or processes, of a business, planning, marketing, scientific, technical or other nature, that derives actual or potential value from not being generally known, or readily ascertainable.
6. I shall keep on the Company's premises (except when required elsewhere in connection with the conduct of the Company's business) and shall deliver to the Company upon termination of my employment, all things including models, circuits, instructions, drawings, notes, files, memoranda or other writings, software programs in source code or object code form, and magnetically or electronically stored information, which embody or contain any of the rights or information described in paragraphs 2 and 4 above. I further agree not to make or retain any copy, duplication, facsimile, reproduction or replication of the foregoing.
7. This Agreement shall supersede any and all previous oral or written communications, discussions or agreements between me and the Company relating to the general subject matter addressed herein.
8. I shall at any time during and subsequent to my employment with the Company reaffirm this Agreement or execute such further or other agreements with respect to the general subject matter addressed herein as the Company, or an affiliate company (being Northern Telecom Limited's direct and indirect subsidiaries) may from time to time require.
9. In the event that my employment by the Company is succeeded by employment with an affiliate company, the terms of this Agreement apply until an agreement relating to this subject matter is signed with the affiliate company, and if I do not execute an agreement with such affiliate company relating to this subject matter, terms identical to those set forth in this Agreement shall apply immediately in favour of such affiliate company upon commencement of my employment and until such an agreement is executed with such affiliate company.

WITNESSED this

08th day of January, 1990.

Employee name (print)

Gail Huang

Employer signature

Gail Huang

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MAY 06 2002

OFFICE OF PETITIONS

Notice to employees

For employees mainly employed in the U.S.

The Agreement above, and any other assignment, or offer to make an assignment, to BNR INC. (hereinafter called the "Company"), of any of your rights in an invention does not apply to an invention for which no equipment, supplies, facility, or trade secret information of the Company was used and which was developed entirely on your own time, and (a) which does not relate (1) to the business of the Company or (2) to the Company's actual or demonstrably anticipated research or development, or (b) which does not result from any work performed by you for the Company.

For employees mainly employed in the United Kingdom

The Agreement above shall be subject to the provisions of Sections 39 to 43 of the Patents Act 1977 (United Kingdom) with respect to "inventions" (as that term is defined in the said Act), and made by you while mainly employed in the United Kingdom.

EXHIBIT “B”

Submitted with the Petition Under 37 CFR 1.47(b),
dated May 2, 2002, and
signed by Ronald D. Faggetter
in US Application No. 10/025,981

Industry Canada

Industrie Canada

**Certificate
of Amendment****Canada Business
Corporations Act****Certificat
de modification****Loi canadienne sur
les sociétés par actions****Nortel Technology Limited/
Nortel Technologie Limitee****010246-6**

Name of corporation-Dénomination de la société

Corporation number-Numéro de la société

I hereby certify that the articles of the above-named corporation were amended

Je certifie que les statuts de la société susmentionnée ont été modifiés :

(a) under section 13 of the *Canada Business Corporations Act* in accordance with the attached notice;☐a) en vertu de l'article 13 de la *Loi canadienne sur les sociétés par actions*, conformément à l'avis ci-joint;(b) under section 27 of the *Canada Business Corporations Act* as set out in the attached articles of amendment designating a series of shares;☐b) en vertu de l'article 27 de la *Loi canadienne sur les sociétés par actions*, tel qu'il est indiqué dans les clauses modificatrices ci-jointes désignant une série d'actions;(c) under section 179 of the *Canada Business Corporations Act* as set out in the attached articles of amendment;☒c) en vertu de l'article 179 de la *Loi canadienne sur les sociétés par actions*, tel qu'il est indiqué dans les clauses modificatrices ci-jointes;(d) under section 191 of the *Canada Business Corporations Act* as set out in the attached articles of reorganization.☐d) en vertu de l'article 191 de la *Loi canadienne sur les sociétés par actions*, tel qu'il est indiqué dans les clauses de réorganisation ci-jointes.
Director - DirecteurJune 18, 1998/le 18 juin 1998
Date of Amendment - Date de modification

Canada

Name of Corporation - Dénomination de la société
Bell-Northern Research Ltd./
Recherches Bell-Northern Ltée.

2 - Corporation No. - N° de la société

010246-6-R

The articles of the above-named corporation are amended as follows:

Les statuts de la société mentionnée ci-dessus sont modifiés de la façon suivante :

The above-named corporation's name has been changed to:

Nortel Technology Limited/
Nortel Technologie Limitee

Date
June 18, 1998

Signature
Thomas W.E. Prowse
Thomas W.E. Prowse

Title - Titre
Assistant Secretary

FOR DEPARTMENTAL USE ONLY - À L'USAGE DU MINISTÈRE SEULEMENT
Filed - Déposé

JUN 22 1998

Canada

Industry Canada Industrie Canada

Corporations Directorate
9th floor
Jean Edmonds Towers South
365 Laurier Avenue West
Ottawa, Ontario K1A 0G8

Direction générale des Corporations
9^e étage
Tour Jean Edmonds sud
365, avenue Laurier ouest
Ottawa (Ontario) K1A 0G8

June 22, 1998/le 22 juin 1998

NORTEL NORTHERN TELECOM
ATTN: E.J. DELIGDISCH
8200 DIXIE ROAD
SUITE 100
BRAMPTON, ONT
L6T 0C8

Re - Objet

Nortel Technology Limited/
Nortel Technologie Limitée

Your file - Votre référence

Our file - Notre référence
010246-6

CERTIFIED TRUE COPY

BEVERLEY AVRIL ANDRADE, Notary Public,
Regional Municipality of Peel, limited to the
attestation of instruments and the taking of
affidavits, for Northern Telecom Limited and its
subsidiaries.
Expires February 21, 2000.

Enclosed herewith is the document issued in
the above matter.

A notice of issuance of CBCA documents will
be published in the *Canada Corporations
Bulletin*. A notice of issuance of CCA
documents will be published in the *Canada
Corporations Bulletin* and the *Canada Gazette*.

IF A NAME OR CHANGE OF NAME IS
INVOLVED, THE FOLLOWING CAUTION
SHOULD BE OBSERVED:

This name is available for use as a corporate
name subject to and conditional upon the
applicants assuming full responsibility for any risk
of confusion with existing business names and
trade marks (including those set out in the
relevant NUANS search report(s)). Acceptance of
such responsibility will comprise an obligation to
change the name to a dissimilar one in the event
that representations are made and established that
confusion is likely to occur. The use of any name
granted is subject to the laws of the jurisdiction
where the company carries on business.

Vous trouverez ci-inclus le document émis dans
l'affaire précitée.

Un avis de l'émission de documents en vertu de la
LCSA sera publié dans le *Bulletin des sociétés
canadiennes*. Un avis de l'émission de documents
en vertu de la LCC sera publié dans le *Bulletin des
sociétés canadiennes* et dans la *Gazette du
Canada*.

S'IL EST QUESTION D'UNE DÉNOMINATION
SOCIALE OU D'UN CHANGEMENT DE
DÉNOMINATION SOCIALE,
L'AVERTISSEMENT SUIVANT DOIT ÊTRE
RESPECTÉ :

Cette dénomination sociale est disponible en
autant que les requérants assument toute
responsabilité de risque de confusion avec toutes
dénominations commerciales et toutes marques de
commerce existantes (y compris celles qui sont
citées dans le(s) rapport(s) de recherches de
NUANS pertinent(s)). Cette acceptation de
responsabilité comprend l'obligation de changer la
dénomination de la société en une dénomination
différente advenant le cas où des représentations
sont faites établissant qu'il y a une probabilité de
confusion. L'utilisation de tout nom octroyé est
soumise à toute loi de la juridiction où la société
exploite son entreprise.

FRANCE PRUD'HOMME

For the Director General, Corporations Directorate

pour le Directeur général, Direction générale des
Corporations

Canada

EXHIBIT “C”

Submitted with the Petition Under 37 CFR 1.47(b),
dated May 2, 2002, and
signed by Ronald D. Faggetter
in US Application No. 10/025,981





Industry Canada

Industrie Canada

CERTIFIED TRUE COPY

Certificate
of AmendmentCanada Business
Corporations ActCertificat
de modificationLoi canadienne sur
les sociétés par actions


Beverley Avril Andrade, Notary Public,
Regional Municipality of Peel, limited to
the attestation of instruments and the
taking of affidavits, for Nortel Networks
Corporation and its subsidiaries.
Expires May 5, 2002.

Nortel Networks Technology Corporation/ Corporation Technologie Nortel Networks	010246-6
Name of corporation-Dénomination de la société	Corporation number-Numéro de la société
I hereby certify that the articles of the above-named corporation were amended	Je certifie que les statuts de la société susmentionnée ont été modifiés:
a) under section 13 of the <i>Canada Business Corporations Act</i> in accordance with the attached notice;	<input type="checkbox"/> a) en vertu de l'article 13 de la <i>Loi canadienne sur les sociétés par actions</i> , conformément à l'avis ci-joint;
b) under section 27 of the <i>Canada Business Corporations Act</i> as set out in the attached articles of amendment designating a series of shares;	<input type="checkbox"/> b) en vertu de l'article 27 de la <i>Loi canadienne sur les sociétés par actions</i> , tel qu'il est indiqué dans les clauses modificatrices ci-jointes désignant une série d'actions;
c) under section 179 of the <i>Canada Business Corporations Act</i> as set out in the attached articles of amendment;	<input checked="" type="checkbox"/> c) en vertu de l'article 179 de la <i>Loi canadienne sur les sociétés par actions</i> , tel qu'il est indiqué dans les clauses modificatrices ci-jointes;
d) under section 191 of the <i>Canada Business Corporations Act</i> as set out in the attached articles of reorganization;	<input type="checkbox"/> d) en vertu de l'article 191 de la <i>Loi canadienne sur les sociétés par actions</i> , tel qu'il est indiqué dans les clauses de réorganisation ci-jointes;
	
Director - Directeur	April 29, 1999 / le 29 avril 1999
	Date of Amendment - Date de modification

Canada

APR 16 2002 13:58 FR NORTEL NETWORKS
NOU 11 99 11-34 FR TEL CHW DEPARTMENT

613 768 3635 TO 9 TORONTO
703 893 8324 TU 83503017

P.08/12
P.03/03

Industry Canada

Industrie Canada

Canada Business
Corporations Act

Loi canadienne sur
les sociétés par actions

FORM 4
ARTICLES OF AMENDMENT
(SECTION 27 OR 177)


FORMULE 4
CLAUSES MODIFICATRICES
(ARTICLES 27 OU 177)

1 - Name of corporation - Dénomination de la société NORTEL TECHNOLOGY LIMITED/ NORTEL TECHNOLOGIE LIMITÉE	2 - Corporation No. - N° de la société 010246-6-R
3 - The articles of the above-named corporation are amended as follows: Les statuts de la société mentionnée ci-dessus sont modifiés de la façon suivante:	

to change the name of the Corporation to:

remplacer la dénomination de la Société par:

Nortel Networks Technology Corporation/Corporation Technologie Nortel Networks

Date April 29, 1999	Signature  Richard A. Brait	Title - Titre Secretary
IC 3089 (11-94) (ccs 1387)		FOR DEPARTMENTAL USE ONLY - À L'USAGE DU MINISTÈRE SEULEMENT Filed - Déposé APR 29 1999

CANADA
PROVINCE OF ONTARIO

To Wit

TO ALL WHOM THESE PRESENTS
MAY COME, BE SEEN OR KNOWN

I, PAUL T. KNUDSEN, a Notary Public, in and for the Province of Ontario, by Royal Authority duly appointed, residing at the City of Brampton, in the Regional Municipality of Peel, in said Province, do certify and attest that the paper-writing hereto annexed is a true copy of a document produced and shown to me and purporting to be Certificate of Amendment effecting the name change of Northern Telecom Limited to Nortel Networks Corporation dated the 29th day of April, 1999, the said copy having been compared by me with the said original document, an act whereof being requested I have granted under my Notarial Form and Seal of Office to serve and avail as occasion shall or may require.

IN TESTIMONY WHEREOF I have hereto subscribed my name and affixed my Notarial Seal of Office at Brampton, Ontario this 17th day of May, 1999.

Paul Knudsen

PAUL T. KNUDSEN
A Notary Public in and for the
Province of Ontario

EXHIBIT “D”

Submitted with the Petition Under 37 CFR 1.47(b),
dated May 2, 2002, and
signed by Ronald D. Faggetter
in US Application No. 10/025,981

NORTEL NETWORKS CORPORATION**CERTIFICATE**

The undersigned, Blair F. Morrison, Assistant Secretary of Nortel Networks Corporation (the "Corporation"), residing in the City of Toronto, Province of Ontario, Canada, hereby certifies on behalf of the Corporation, as follows:

1. that I am a duly appointed officer of the Corporation, a Canadian corporation established under the provisions of the Canada Business Corporations Act and currently having its executive offices at 8200 Dixie Road, Suite 100, Brampton, Ontario, Canada;
2. that the Corporation works with customers worldwide to design, build, and deliver telephony and IP-optimized networks and such customers include public and private enterprises and institutions; Internet service providers; local, long-distance, cellular and PCS communications companies, cable television carriers, and utilities;
3. that with effect as of and from April 29, 1999 the Corporation changed its name from Northern Telecom Limited to Nortel Networks Corporation;
4. that with effect as of and from April 29, 1999 Nortel Technology Limited changed its name to Nortel Networks Technology Corporation;
5. that with effect as of and from June 18, 1998 Bell-Northern Research Ltd. changed its name to Nortel Technology Limited;
6. that Nortel Networks Technology Corporation is a wholly-owned subsidiary of the Corporation.

Dated at Brampton, Province of Ontario, Canada this 11th day of November, 1999.

Executed and signed before me at
the City of Brampton, Province of
Ontario, this 11th day of November, 1999.

NORTEL NETWORKS CORPORATION


Blair F. Morrison
Assistant Secretary



Beverly Ann Andrade, Notary Public,
Regional Municipality of Peel, limited to
the attestation of instruments and the
taking of affidavits, for Nortel Networks
Corporation and its subsidiaries.
Expires May 5, 2002.

EXHIBIT “E”

Submitted with the Petition Under 37 CFR 1.47(b),
dated May 2, 2002, and
signed by Ronald D. Faggetter
in US Application No. 10/025,981

91436-349

Gail Huang
3022 Sable Ridge Dr.
Ottawa, Ont.
K1T 3R9

January 28, 2002

Colin Climie
438 University Avenue
Toronto, Ontario
Canada
M5G 2K8

Mr Climie,

Thank you for giving me the opportunity to review the link redial patent application. I believe this draft still requires some more work to ensure technical correctness and completeness. Unfortunately I don't have resources and time to work on this. I suggest you contact the appropriate person in Nortel for this matter.

Sincerely,


Gail Huang

cc

AD